

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF PUERTO RICO

COUNTRYWIDE HOME LOANS

Plaintiff

v.

MELBA DE JESÚS ALBERTO SANTOS

Defendant

*
*
*
*
*
*
*
*
*
*
*

Civil No. 05-1117 (JAF)

Foreclosure of Mortgage
Collection of Monies

JUDGMENT

Upon plaintiffs application for judgment, and it appearing from the records of the above entitled cause that default was entered by the Clerk of this Court against defendant for its failure to plead or file an answer to the complaint, or otherwise appear in the above cause, against which defendant plaintiff is entitled to a judgment by default, and the Court being fully advised of the facts,

IT IS HEREBY ORDERED, ADJUDGED AND DECREED that:

1. The mortgage constituted by defendant by deed number 687, before Notary Public Pedro J. Andino García, at San Juan, Puerto Rico, on October 9, 2001 securing a mortgage note payable to the order of Pan American Financial, Corporation, further negotiated or endorsed to the order of plaintiff, is a valid and subsisting mortgage and constitutes a lien prior to the estate or interest of defendant in the above cause, on the mortgaged premises, as described in paragraph seventh of the complaint on file in the above cause, to wit:

--- URBANA: Solar compuesto de 219.97 metros cuadrados, Número QUINCE (15) de la Urbanización, según Plano preparado por el Ingeniero José Castro Martínez en febrero de 1938, situado en el Barrio Santurce, Sección Norte. Colindante: por el NORTE, con terrenos de los Solares #9 y #10 de Simón Ramos García, hoy Anastasio Meléndez; por el SUR, con Heriberto Torres Sala; por el OESTE, con la Calle Manso, antes, hoy Benítez Castaño; y por el ESTE, con el Solar #11 de la finca principal de los señores Segismundo Quiñónez y María Escudero, antes, hoy Manuel Mollano.

RECEIVED & FILED
5 DEC -2 PM 2:11
U.S. DISTRICT COURT
SAN JUAN, P.R.

Enclava en este solar una casa de madera con balcón en cemento techado de zinc, 20'0" de frente por 42'0"; con sala-comedor, cuatro dormitorios, cocina y baño, con un mirador de 19'0" de largo por 19'0" pies de ancho, conteniendo este una habitación y un baño en la planta superior, sala y cocina en la planta baja. Dicha casa está marcada con el Número TRESCIENTOS TRECE (313) de la Calle Benítez Castaño.

---Inscrita al Folio 153 del Tomo 612 de Santurce Norte. Registro de la Propiedad de Puerto Rico, Sección Primera de San Juan.

2. Defendant, as debtor under the said note and as present owner of the land and buildings hereinbefore referred to, is hereby ordered and adjudged to pay unto plaintiff the sum of \$87,435.37 of principal of the said mortgage note, plus interest at the rate of 7% per year, which by November 30th, 2005 the sum was \$17,341.36, to its total and complete payment, plus costs, charges, disbursements and attorneys' fees in the amount of \$8,857.00, in the above cause, plus all expenses and advances made by the plaintiff.

3. In default of the payment of the sums herein before specified or of any part thereof, within the next ten days from the date of entry of this judgment, the mortgaged property described in paragraph one hereof, shall be sold at public auction to the highest bidder therefore, without an appraisal or right of redemption for the payment and satisfaction of plaintiffs mortgage within the limits secured thereby.

4. US MARSHALL is hereby designated and appointed to make the sale hereinbefore mentioned but said US MARSHALL shall not proceed to carry out the said sale, nor do anything in connection therewith, until further order of this Court and under the form and conditions to be directed by the Court.

5. The sale to be made by the US MARSHALL appointed herein shall be subject to the confirmation of this Court, and the purchaser or purchasers thereof shall be entitled to receive possession of the property sold. The minimum bid to be accepted at the first public sale in accordance with the mortgage deed referred to in this auction is \$88,570.00.

6. Any funds derived from the sale to be made in accordance with the terms of this judgment and such further orders of this Court shall be applied as follows:

a. To the payment of all proper expenses attendant upon said sale, including the expenses, outlays and compensation of the US MARSHALL appointed herein, after said compensation and expenses shall have been

fixed and approved by this Court, all said expenses to be deducted from the sum of \$8,857.00, provided in the deed of mortgage for costs, charges and disbursements, expenses and attorneys' fees.

b. To the payment of all expenses and advances made by the plaintiff for an amount not to exceed \$8,857.00.

c. To the payment of that part of the indebtedness owed to plaintiff up to the amount of \$87,435.37 of principal with interest which by November 30th, 2005 the sum was \$17,341.36, until the date of full payment at the rate of 7% per year, to its total and complete payment, plus costs, charges, disbursements, expenses and attorneys' fees due in the above cause after deduction of the expenses mentioned in the preceding subparagraph (a).

d. If after making all the above payments there shall be a surplus, said surplus shall be delivered to the Clerk of this Court, subject to further orders of the Court.

7. Plaintiff in this proceeding may apply to this Court for such further orders as it may deem advisable to its interest, in accordance with the terms of this judgment.

SO ORDERED.

In San Juan, Puerto Rico, this 1st day of December, 2005.


U.S. DISTRICT JUDGE